

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 06-109**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed bid for:

### **Demolition of Buildings Within Joint Antelope Valley Authority Properties (JAVA)**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, March 29, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud at the K Street Complex.

A pre-bid/site visit will be held on **Thursday March 16, 2006** at 10:00 AM at 2144 "N" Street, Lincoln, NE. All bidders are encouraged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.

**DEMOLITION OF  
JOINT ANTELOPE VALLEY AUTHORITY PROPERTIES (JAVA)**

**SPECIAL PROVISIONS  
FOR  
DEMOLITION PROJECTS**

Purchasing Division  
City of Lincoln, Nebraska

**1. SCOPE OF WORK**

- 1.1. Demolish Joint Antelope Valley Authority properties in Lincoln, Nebraska, see paragraph 1.2 Legal description of property.
- 1.2. Legal description of property:
  - 1.2.1. Spencer's Addition, Block 1, Lots 9, 10, 11, 12 and a Tri-Tract of South 21<sup>st</sup> Street adjacent to Lot 12 (Being 42.84' on North and 6.84' on South).
    - 1.2.1.1 This includes addresses: 126 South 21<sup>st</sup> Street, 2109 'O' Street, 2107 'O' Street, 2115 'O' Street, and 2117 'O' Street.
  - 1.2.2. Spencer's Addition, Block 1, Lots 7 & 8. This includes address 2119 'O' Street and driveway on east side of Mattice Lock Shop.
  - 1.2.3. Spencer's Addition, Block 1, Lots 13, 14, 15, 16, 17, & 18. Addresses: 2118 'N' Street and 2144 'N' Street.
  - 1.2.4. Field Harrison's Addition, Block 2, Lot 3. Address: 2148 'N' Street.

**2 WORK REQUIREMENTS**

- 2.1 Total clearing of the properties, including abandonment of all utilities, gas, water, electric, telephone, and Cablevision.
- 2.2 Water service abandonment for 'O' Street properties shall be at the existing curb stop.
  - 2.2.1 The work shall include all labor, equipment, materials, and incidentals required for sidewalk removal and replacement, sawing excavation and back fill, and disconnecting of the service pipe from the curb stop.
  - 2.2.2 Contractor shall contact Lincoln Water System at 441-7571 for inspection of the water service abandonment.
  - 2.2.3 The portion of existing water service from the curb stop to the existing water main will be removed as part of the proposed Antelope Valley 'O' Street Bridge Project currently scheduled for construction in 2007.
  - 2.2.4 Water services abandonment for the Williamson properties, north side of 'N' Street shall be abandoned at the water main in the center of 'N' Street.
    - 2.2.4.1 Contractor shall contact Lincoln Water System at 441-7571 for inspection of the water service abandonments.
  - 2.2.5 Abandonment sites shall be back filled, compacted and pavement replaced in accordance with City of Lincoln Codes.
  - 2.2.6 The existing sanitary sewer services shall be abandoned in accordance with the City of Lincoln Waste Water requirements.
  - 2.2.7 The existing brick surfacing in the alley shall be removed and disposed of by the contractor and replaced with 6" of asphaltic concrete pavement for residential construction.
  - 2.2.8 All buildings and parking areas within the property boundaries will be demolished, foundations and footings will be removed including any pavers, stepping stones, sidewalks, and concrete steps.

- 2.2.9 Debris will be kept in a wet condition to prevent visible emissions to the air.
- 2.2.10 Remove and dispose of debris at an appropriate landfill or disposal site; concrete/brick driveways, parking surfaces, slabs and trees/brush within the confines of the property.
- 2.2.11 The LES power poles and transmission lines will remain.
  - 2.2.11.1 Prior to excavating adjacent to the poles, contact Dave Nitz at LES, telephone number 467-7543.
- 2.2.12 Driveway aprons from street to sidewalk and City sidewalks to remain.
- 2.2.13 Contractor will be responsible for protecting existing sidewalks and curbs from damage.
  - 2.2.13.1 Damage that occurs to sidewalks or curbs will be repaired or replaced at the Contractors expense.
- 2.2.14 Site shall be excavated, filled, and graded in accordance with Exhibit 1 (attached).
  - 2.2.14.1 All compaction shall be 92% density by standard proctor with moisture as necessary.
  - 2.2.14.2 Finished slopes shall no exceed 3:1.
- 2.2.15 Final grading will be done to provide natural water runoff and a smooth surface, silt fence to be installed around site perimeter.
- 2.2.16 Contractor is responsible for the removal of all wires running to and on said property(s), cap or plug all sewer, water and gas lines, etc. serving the property(s) to the satisfaction of the agency involved and as directed by the Project Manager.
- 2.2.17 Contractor will follow all items that pertain to traffic control as outlined in City of Lincoln, Department of Public Work and Utilities "Guideline for Street Construction, Maintenance and Utility Operations".
  - 2.2.17.1 This information is available from Public Works Department, Traffic Engineering Operations.
- 2.2.18 Contractor will be responsible to erect a barricade to prevent demolition debris from entering street.
- 2.2.19 Contractor is responsible for getting approval for street lane closure if needed to exit demolition site or provide flagman to warn traffic of trucks entering Streets.
- 2.2.20 Sidewalk closure is Contractors responsibility to include signs indicating "Sidewalk Closed".

### **3. PROJECT MANAGER**

- 3.1. The Project Manager shall be Fred Little, County/City Property Management or by or through that person's duly authorized assistants.

### **4. SITE VISITATION AND PRE-BID CONFERENCE**

- 4.1. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 4.2. The Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 4.3. **Pre-bid conference will be held at the demolition site on March 16, 2006 at 10:00 AM.**
  - 4.3.1 All interested bidders are urged to attend.

**5. ESCALATOR CLAUSE**

- 5.1. An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

**6. CONTRACT, BONDS, AND INSURANCE**

- 6.1. Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the City, which contract will incorporate the City's specification documents, and be on contract forms provided by the City.
- 6.2. Also within such period, the successful bidder must furnish construction bonds in a sum not less than the contract price, executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bond and commentary, attached.
- 6.3. Also within such period the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All City Contracts".

**7. PAYMENT TO UNEMPLOYMENT COMPENSATION FUND**

- 7.1. The Contractor and his subcontractors must pay the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

**8. HEALTH AND SAFETY REGULATIONS**

- 8.1. The Contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the City such requirements as said sections may impose upon the City.
- 8.2. The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

**9. LINCOLN MUNICIPAL CODE AND RELATED REGULATIONS, FEES, AND PERMITS**

- 9.1. Demolition shall be performed in accordance with the following provisions of the Lincoln Municipal Code (LMC) and related regulations.
- 9.1.1 LMC Chapter 20.10, Lincoln Building Code, pertaining to excavations and fills, protection of pedestrians during demolition, and demolition of buildings.
- 9.1.2. LMC Chapter 14.29, pertaining to use of public streets for construction purposes.
- 9.1.3. LMC Section 17.10.120, pertaining to abandonment of utilities.
- 9.1.4. LMC Chapter 8.02, pertaining to public health and safety.
- 9.1.5. LMC Chapter 8.32, pertaining to disposal of demolition debris.
- 9.2. Contractors shall secure and pay for all permits, licenses and certificates of inspections that may be required by the City of Lincoln.

**10. NOTICE TO PROCEED AND COMPLETION DATE**

- 10.1. The Contractor shall not begin demolition until receiving written "Notice to Proceed" from the Project Manager, Fred Little, County City Property Management, cellular phone number 432-8526.

- 10.2. Work shall begin within fifteen (15) calendar days of receipt of written notice to proceed, and shall be completed within sixty (60) days of commencement of work, but not later than date set in contract.

**11. PRE-DEMOLITION CONFERENCES**

- 11.1. Prior to starting any work, the Contractor shall meet with the Project Manager for clarification of procedures and work to be accomplished.
- 11.2. At this time the Contractor shall present his planned work schedule together with estimated completion date.

**12. PROGRESS SCHEDULE**

- 12.1. The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 12.2. The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 12.3. This schedule shall indicate the dates for the starting and completion of the various states of demolition and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

**13. INSPECTIONS**

- 13.1. Inspections in general will be conducted by Project Manager.
- 13.2. The Contractor shall be responsible for contacting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

**14. ACCESS AND PARKING**

- 14.1. The Contractor shall park all equipment on the demolition site during demolition, not on City right-of-way or City streets.

**15. TEMPORARY UTILITIES**

- 15.1. The Contractor shall be responsible for securing and setting up all needed temporary utilities.

**16. CLEAN UP**

- 16.1. The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 16.2. The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.
- 16.3. The Contractor shall make every effort to recycle any and all material being demolished where it is economical to do so.
- 16.4. All salvageable materials shall become the property of the Contractor upon completion of the project.

**17. DELAYS**

- 17.1. With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the demolition period.

**18. LIQUIDATED DAMAGES**

- 18.1. If the Contractor fails to complete the Contract prior to the completion date, considering approved extension of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
- 18.2. The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.
- 18.3. Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

<u>BID AMOUNT:</u> <u>MORE THAN</u>	<u>UP TO AND</u> <u>INCLUDING</u>	<u>LIQUIDATED DAMAGES</u> <u>PER CALENDAR DAY</u>
0	\$ 100,000 .....	\$ 100
100,000	500,000 .....	200
500,000	1,000,000 .....	300
1,000,000	AND UP .....	400

- 18.4. The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.

**19. ASBESTOS**

- 19.1. In the event the City of Lincoln determines that there is asbestos within the buildings, it will be removed and disposed by others prior to demolition. Asbestos removal and disposal is not a part of the scope of this project.

**20. JAVA SUBSTITUTION OF PARTIES PROVISION**

- 20.1 This bid specification and any related instructions, special provisions, general conditions, and all contract documents, (related documents) is being issued by the Joint Antelope Valley Authority (JAVA); a joint administrative entity created under the Interlocal Cooperation Act (NEB.REV.STAT.§ 13-801 to 13-827) to implement the Phase One Priority Projects of the Antelope Valley Projects, including the work provided for in this specification and related documents.
- 20.2 JAVA utilizes the City's purchasing division and the standard purchasing documents and forms to perform, in whole or in part JAVA's bidding and purchasing functions
- 20.3 For purposes of this specification JAVA shall be substituted as the contracting party for all such references to the City, City of Lincoln, or owner as the case may be
- 20.4 JAVA and the successful bidder shall, for all intents and purposes, be considered the sole contracting parties hereunder and shall retain the benefits, duties and obligations required or provided in this specification and related documents.
- 20.5 Nothing in this specification or related documents shall be interpreted as creating any separate obligation upon the City of Lincoln as a contracting party or otherwise.

## EXCAVATING, FILLING AND GRADING

### PART ONE - GENERAL

#### 1.1 DESCRIPTION

1.1.1 Work included: Excavating, filling and grading for this Work includes, but is not necessarily limited to:

- 1) Demolition, Clearing and grubbing of the site;
- 2) Stripping and cutting of the site, where required in the Drawings;
- 3) Filling and backfilling to attain indicated grades;
- 4) Rough and finish grading of the site;
- 5) Soil inspections.

#### 1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with the provisions of the latest edition of the following standards, as specified in this Section. In case of conflict between the referenced standards and these Specifications, the more stringent requirements shall govern:

- 1) OSHA Excavation and Trench Safety Standards;
- 2) City of Lincoln standards for utilities;
- 3) All other applicable regulatory standards.

1.2.2 Inspections: Owner shall inspect the work in coordination with the Developer's Architect to determine compliance with these specifications.

1.2.4 Finish lines and grades: For setting and establishing finish elevations and lines, the Contractor shall use only personnel who are thoroughly trained and experienced in this type of work. Carefully preserve all data and monuments, and reset all lot corners not found after demolition and fill operations.

#### 1.3 JOB CONDITIONS

1.3.3 Additional cut and fill: After demolition specified herein, some of the existing soils may be found by the Owner to be inadequate for proposed required bearing. Demolition Contractor shall remove additional soil and provide additional compacted fill at the direction of the Owner.

## **PART TWO - PRODUCTS**

### **2.1 FILL MATERIAL, GENERAL**

2.1.1 Approval of fill material: All fill material shall be subject to the approval of the Owner.

2.1.2 Notification: For approval of fill material, notify the Owner at least four working days in advance of intention to import material; designate the proposed borrow areas, and permit the Owner to sample, as necessary, from the borrow area for the purpose of making acceptance tests to prove the quality of the material.

### **2.3 IMPORTED FILL MATERIAL**

All imported fill material shall be CL-Inorganic silty clay or sandy clay having a maximum liquid limit of 45 and a maximum plasticity index of 25, such as Peorian or Loveland. Fill shall be free from organic matter and other deleterious substances.

### **2.4 STRUCTURAL FILL UNDER BUILDING, PAVEMENTS AND BACKFILL**

Structural (compacted) fill under and adjacent to proposed building, pavements, utility trench backfills and backfill next to buildings shall meet the requirements of Paragraph 2.3. above.

### **2.5 OTHER MATERIALS**

All other materials not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Owner.

## **PART THREE - EXECUTION**

### **3.1 CLEARING AND GRUBBING**

3.1.1 General: Completely remove all buildings, foundations, debris, concrete slabs, abandoned utilities and other unsuitable existing materials from areas to be occupied by structures, paved areas and areas to receive fill, and including an area 4' horizontally outside the lines of proposed building lines (except at existing buildings to remain, as indicated on the Drawings, submitted by the Developer.

3.1.2 Obstructions: All obstructions, such as existing foundations, footings, buried logs etc., shall be completely removed from under the area of the



proposed building, up to property lines and adjacent to proposed building, to a line 4' onto public right of way.

### 3.3 PREPARATION OF SUBGRADE

3.3.1 Scarifying: If site fill and compaction is required, then after the site has been cleared, stripped, and excavated to within six inches of the specified depths for recompaction, and proofrolled, scarify the exposed surface to a minimum depth of nine inches, thoroughly moisture-condition, and compact to the requirements specified for fill below. Scarified soils which cannot be recompacted to the specified degree shall be undercut and replaced with stable fill.

3.3.2 Leveling: Remove all ruts, raised areas, and other uneven surfaces by surface grading prior to placement of fill.

### 3.4 FILL AND COMPACTION

3.4.1 Site filling: For site fill and compaction required, prepare the subgrade as specified above. After subgrade compaction has been approved by the Soils Engineer, spread approved fill material in layers not exceeding 8" in uncompacted thickness.

3.4.2 Moisture-conditioning: Water or aerate the fill material as necessary, and thoroughly mix to obtain a moisture content which will permit proper compaction. Unattended or indiscriminate puddling with water or jetting will not be permitted unless specifically authorized by the Soils Engineer for densification of cohesionless material.

3.4.3 Compaction: Compact each scarified soil and each layer of fill to at least the specified minimum degree. Compaction shall be accomplished by the use of power rollers, sheep's foot rollers, machine tampers, hand-operated tampers, such as "Wacker Rammers", or other mechanical equipment. Repeat compaction process until grades indicated in the Drawings are attained.

3.4.4 Backfilling of existing foundation walls: Backfill walls to grade line or to floor lines. Clean excavation of all debris and backfill to within 4" of required finish grade or to within 8" of required finish floor. Backfill shall be mechanically tamped and densified to the minimum degree of compaction scheduled. Backfill in layers not exceeding eight inches in uncompacted thickness. Brace all existing adjacent foundation walls sufficiently. Repair any walls pushed out of line due to backfilling.

3.4.5 Proofrolling: After demolition and completing filling of the site, proof roll the exposed soils in the presence of the Soils Engineer's representative. Unsuitable areas observed at this time shall be improved by compaction or by undercutting and placement of suitable compacted fill. Use a fully loaded

tandem-axle dump truck with gross weight of not less than 25 tons for proofrolling, or use other equipment approved by the Soils Engineer.

3.4.6 Degree of compaction requirements: The basis for controlling the placement of fill and backfill on the site are the "optimum moisture content" and "maximum dry density" as determined by ASTM D698-91, Method A (Standard Proctor). Acceptable values of moisture content and degree of compaction shall be as follows:

- 1) Structural (compacted) fill: Densify all structural fill on the site or under the structure to at least 95% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum;
- 2) Pavement areas: Densify all fill, and not less than the top 12" of subgrade under paved areas to at least 98% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum;
- 3) Trenches in building and pavement areas, utility trenches and backfill of foundation walls: Densify all fill to at least 95% of the maximum dry density with the moisture content ranging between -3% and +3% of the optimum;
- 4) Floor slab areas: Densify all fill, and not less than the top 6" of subgrade under floor slabs to at least 98% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum.

3.4.7 Unattended or indiscriminate puddling with water or jetting will not be permitted unless specifically authorized by the Soils Engineer for densification of cohesionless material.

X

### 3.5 EXCESS WATER CONTROL

3.5.1 Unfavorable weather: Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Soils Engineer. .

3.5.2 Flooding: Provide berms or channels to prevent flooding of subgrade. **Promptly** remove all water collecting in depressions.

3.5.3 Dewatering: Provide and maintain at all times during construction, ample means and devices with which to remove **promptly** and dispose of all water from every source entering the excavations or other parts of the Work. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades of bottom of excavations.

3.5.4 Softened subgrade: Where soil has been softened or eroded by flooding or traffic during unfavorable weather, remove all damaged areas and

recompact as specified for fill and compaction above at no additional cost to the Owner.

### 3.6 GRADING

3.6.1 General: Except as otherwise directed by the Architect, perform all rough and finish grading required to attain a well drained site, leaving no depressions that will puddle rain.

3.6.2 Finish grade: Provide and place compacted structural fill to elevations required to drain site to alley and sidewalks.

3.6.3 Treatment after completion of grading: Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed. It is the Contractor's sole responsibility to comply with all applicable regulations in preventing loss of soil from the site.

★ 3.4.8 Frequency of Testing. Every 10,000 square feet in parking areas and every 2,500 square feet in building areas per 12 inches of fill placed.

Vendor Name\_\_\_\_\_

**BID PROPOSAL  
SPECIFICATION NO. 06-109  
BID OPENING TIME: 12:00 NOON  
March 29, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**Depending on the price and schedule the City reserves the right to split the award.**

<u>Item</u>	<u>Description</u>	<u>Total Price</u>
1.	126 S. 21 <sup>st</sup> Street	_____
2.	2109 "O" Street	_____
3.	2107 "O" Street	_____
4.	2115 "O" Street	_____
5.	2117 "O" Street	_____
6.	2119 "O" Street & Driveway on E. Side of Mattice Lock Shop	_____
7.	2118 "N" Street	_____
8.	2144 "N" Street	_____
9.	2148 "N" Street	_____
10.	If awarded all items _____% discount may be taken	

**BID SECURITY REQUIRED:      X      YES    5% of bid**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**BID PROPOSAL  
SPECIFICATION NO. 06-109  
BID OPENING TIME: 12:00 NOON  
March 29, 2006**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-109**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE      ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No.      FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid**  
The Intent to Award will be listed on the website when a recommendation is received from the Department.

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with



minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.